

*File Second*

RECORDATION NO. 13329-C FILED 1982

CRAVATH, SWAINE & MOORE

MAR - 2 1982 - 12 30 PM

INTERSTATE COMMERCE COMMISSION

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

RECORDATION NO. 13329-B FILED 1982

No. 2-0-1A055

Date MAR 2 1982

Fee \$ 30.00

MAR - 2 1982 - 12 30 PM

INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.

*File Second*

March 1, 1982

RALPH L. McAFEE  
HENRY W. DEKOSMIAN  
ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
HENRY P. RIORDAN  
JOHN R. HUPPER  
SAMUEL C. BUTLER  
WILLIAM J. SCHRENK, JR.  
BENJAMIN F. CRANE  
JOHN F. HUNT  
GEORGE J. GILLESPIE, III  
RICHARD S. SIMMONS  
WAYNE E. CHAPMAN  
THOMAS D. BARR  
MELVIN L. BEDRICK  
GEORGE T. LOWY  
ROBERT ROSENMAN  
JAMES H. DUFFY  
ALAN J. HRUSKA  
JOHN E. YOUNG  
JAMES M. EDWARDS  
DAVID G. ORMSBY  
DAVID L. SCHWARTZ  
RICHARD J. HIEGEL

CHRISTINE BESHAR  
ROBERT S. RIFKIND  
DAVID BOIES  
DAVID O. BROWNWOOD  
PAUL M. DODYK  
RICHARD M. ALLEN  
THOMAS R. BROME  
ROBERT D. JOFFE  
ROBERT F. MULLEN  
ALLEN FINKELSON  
RONALD S. ROLFE  
JOSEPH R. SAHID  
PAUL C. SAUNDERS  
MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
ALAN C. STEPHENSON  
RICHARD L. HOFFMAN  
JOSEPH A. MULLINS  
MAX R. SHULMAN  
WILLIAM P. DICKEY  
STUART W. GOLD  
JOHN W. WHITE  
JOHN E. BEERBOWER

COUNSEL  
MAURICE T. MOORE  
FRANCIS F. RANDOLPH, JR.  
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WUD 125547  
WUI 620976  
CABLE ADDRESSES  
CRAVATH, N. Y.  
CRAVATH, LONDON E. C. 2  
33 THROGMORTON STREET  
LONDON, EC2N 2BR, ENGLAND  
TELEPHONE: 1-606-1421  
TELEX: 8814901  
RAPIFAX/INFOTEC:  
1-606-1425

Union Tank Car Company  
Equipment Trust Financing Dated as of  
February 15, 1982  
16-1/2% Equipment Trust Certificates Due  
March 1, 1997  
(Series H-1)

*Amended and Restated Agreement*

Dear Madam:

Pursuant to 49 U.S.C. § 11303(a), I enclose herewith on behalf of Union Tank Car Company for filing and recordation counterparts of the following documents:

*File under 13329-B*

(a) Amended and Restated Lease Agreement dated as of February 15, 1982, between Union Tank Car Company, as Lessee, and HGA Corporation, as Owner; and

*File under 13329-C*

(b) Assignment of Lease and Agreement dated as of February 15, 1982, between HGA Corporation, as Owner, and American National Bank and Trust Company of Chicago, as Trustee.

The names and addresses of the parties to the aforementioned Agreements are as follows:

(1) Trustee:

American National Bank and Trust  
Company of Chicago,  
33 North La Salle Street,  
Chicago, Illinois 60690.

(2) Lessee:

Union Tank Car Company,  
39 South La Salle Street,  
Chicago, Illinois 60603.

*Chris J. Kelly*  
*13576*

*Chris J. Kelly - Wm. H. Swaine*

(3) Owner:

HGA Corporation,  
C/O Hyatt Corporation,  
One Hyatt Center,  
Rosemont, Illinois 60018.

Please file and record the documents referred to in this letter and index them under the names of the Trustee, the Owner and the Lessee.

The Amended and Restated Lease Agreement amends a Lease Agreement dated as of November 13, 1981, previously filed with the Interstate Commerce Commission on November 17, 1981, at 4:30 p.m., Recordation Number 13329.

Please file the Amended and Restated Lease Agreement submitted with this letter and assign it Recordation Number 13329-B and assign the Assignment of Lease and Agreement 13329-C.

Please cross-index the Amended and Restated Lease Agreement and Assignment of Lease and Agreement with the following document which is being filed simultaneously:

Equipment Trust Agreement dated as of February 15, 1982, among American National Bank and Trust Company of Chicago, as Trustee, HGA Corporation, as Owner, and HG, Inc., as Guarantor, Recordation Number .

The equipment covered by the aforementioned Agreements appears in Exhibit A attached hereto and also bearing the legend "Ownership Subject to a Security Agreement Filed With The Interstate Commerce Commission".

There is also enclosed a check for \$80 payable to the Interstate Commerce Commission representing the fee for recording the Amended and Restated Lease Agreement and related Assignment of Lease and Agreement (together constituting one document) and the requested cross-indexing.

Please stamp all counterparts of the enclosed documents with your official recording stamp. You will wish

to retain one copy of the instruments for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,



Ann W. Wooten  
As Agent for Union Tank  
Car Company

Agatha L. Mergenovich,  
Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423.

Encls.

RECORDATION NO. 13329-C Filed 1425

MAR - 2 1982 12:30 PM

INTERSTATE COMMERCE COMMISSION

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[CS&M Ref. 2044-226]

ASSIGNMENT OF LEASE  
AND AGREEMENT

Between

HGA CORPORATION,  
Owner

and

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,  
Trustee

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Dated as of February 15, 1982

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## DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
17	TA	14,000	UTLX 11296-11299, 11301-11313
3	TM	23,500	UTLX 67682, 67684, 67685

## DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Gallons or Cu. Ft.</u>	<u>Road Numbers</u>
10	LO	5,820 cu. ft.	UTCX 43290-43299
12	TM	26,000 gallons	UTLX 2600-2609, 2611, 2613
6	TA	14,000 gallons	UTLX 11300, 13833- 13837
19	TM	11,000 gallons	UTLX 24720-24738
25	TM	14,000 gallons	UTLX 24739-24763
45	TM	30,000 gallons	UTLX 48145, 48147, 48149-48151, 48154-48156, 48158, 48159, 48161, 48163- 48165, 48167, 48168, 48175, 48177-48182, 48186, 48187, 48190, 48195, 48197, 48198, 48200-48202, 48209, 48211, 48213, 48308, 48311-48314, 48317, 48320, 48321, 48325, 48338
1	TM	16,000 gallons	UTLX 66410
9	TM	18,000 gallons	UTLX 66544, 66547, 66548, 66550- 66555
13	TM	23,500 gallons	UTLX 67742-67751, 67756, 67757, 67578
16	LO	5,820 cu. ft.	UTLX 220102-220107, 220160, 220161, 220163, 220164, 220168-220173
<hr/>			
156	Total		

## DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
5	TM	30,000	UTLX 48203, 48204, 48206, 48207, 48210
5	TM	20,000	UTLX 48236-48238, 48240, 48243
10	TM	30,000	UTLX 48310, 48326- 48331, 48337, 48339, 48340
11	TM	16,000	UTLX 65929-65939
<u>5</u>	TM	23,500	UTLX 67573-67577
36	Total		

## DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
31	TM	23,500	UTLX 67712-67730, 67752-67755, 67758-67765
63	TM	16,000	UTLX 66409, 66411, 66412, 66414- 66473
7	TM	26,000	UTLX 2610, 2612, 2614, 2615, 2617-2619
8	TP	20,000	UTLX 27611-27618
8	TM	14,000	UTLX 24695-24702
18	TM	20,000	UTLX 67337-67339, 67555-67559, 68006-68007, 68010-68011, 68014, 68053, 68055, 68057- 68059
40	TM	21,000	UTLX 48002-48010, 48012-48013, 48015, 48017- 48018, 48020- 48023, 48026- 48033, 48037, 48040-48041, 48043-48046, 48048-48050, 48052-48053, 48056, 48061
29	TM	18,000	UTLX 66542-66543, 66545-66546, 66549, 66556- 66579
32	TM	13,000	UTLX 60671-60693, 60697, 60699- 60705, 60708

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236 Total



## DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Cu. Ft.</u>	<u>Road Numbers</u>
42	LO	5,820	UTLX 220108, 220111, 220113-220123, 220125-220135, 220137, 220139, 220140, 220142- 220149, 220152, 220153, 220155- 220159

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42 Total

490 Grand Total

# Interstate Commerce Commission

Washington, D.C. 20423

## OFFICE OF THE SECRETARY

Ann W. Wooten  
Cravath, Swaine & Moore  
One Chase Manhattan Plaza  
New York, N. Y. 10005

March 2, 1982

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/2/82 at 12:30PM, and assigned re-recording number(s). 13329-B, & 13329-C

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

?

SE-30  
(7/79)

ASSIGNMENT OF LEASE AND AGREEMENT dated as of February 15, 1982 (this "Assignment"), by and between HGA CORPORATION, a Delaware corporation (the "Owner"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (the "Trustee"), not in its individual capacity but solely as Trustee.

The Owner, HGA Corporation and the Trustee have entered into an Equipment Trust Agreement dated as of the date hereof (the "Equipment Trust Agreement").

The Owner and Union Tank Car Company (the "Lessee"), have entered into an Amended and Restated Lease Agreement dated as of the date hereof (the "Lease"), providing for the leasing by the Owner to the Lessee of certain units of railroad equipment (the "Units").

In order to comply with the obligations of the Owner under the Equipment Trust Agreement and as an inducement to the Purchasers referred to in the Equipment Trust Agreement (the "Purchasers") to purchase the Equipment Trust Certificates to be issued pursuant to the Equipment Trust Agreement, the Owner agrees to assign for security purposes its rights in, to and under the Lease.

NOW, THEREFORE, in consideration of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. The Owner hereby assigns, transfers and sets over unto the Trustee, all the Owner's right, title and interest, powers, privileges, and other benefits under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Owner from the Lessee under or pursuant to the provisions of the Lease, whether as rent, casualty payment, indemnity (except amounts which by the express terms of the Lease are payable directly to the Owner pursuant to Section 12.1 [with respect to public liability insurance] and Sections 11.2 and 19.4 of the Lease), liquidated damages, or otherwise (such moneys being hereinafter called the "Payments"), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default

specified in the Lease, and to do any and all other things whatsoever which the Owner is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Owner hereby irrevocably authorizes and empowers the Trustee in its own name, or in the name of its nominee, or in the name of the Owner or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Owner is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Trustee agrees to accept any Payments made by the Lessee for the account of the Owner pursuant to the Lease. To the extent received, the Trustee will apply such Payments first, to satisfy the obligations of the Owner under the Equipment Trust Agreement due and payable on the date such Payments were due and payable under the Lease, and second, so long as no Event of Default (or event which, with notice or lapse of time, or both, could constitute an Event of Default) under the Equipment Trust Agreement shall have occurred and be continuing any remaining balance held by the Trustee hereunder shall be promptly paid to the Owner in immediately available funds at the address of the Owner set forth in the Lease. If the Trustee shall not receive any rental payment under Section 4.5 of the Lease or any payment of Casualty Values under Section 12.3 of the Lease when due, the Trustee shall promptly notify the Owner and the Lessee in writing at their respective addresses set forth in the Lease. Failure to so notify the Owner and the Lessee shall not affect the rights and remedies of the Trustee hereunder or under the Equipment Trust Agreement.

2. This Assignment is executed only pursuant to the obligations of the Owner under the Equipment Trust Agreement and, therefore, the execution and delivery of this Assignment shall not subject the Trustee to, or transfer, or in any way affect or modify the liability of the Owner under the Lease, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Owner to the Lessee shall be and remain enforceable by the Lessee against, and only against, the Owner or persons other than the Trustee.

3. To protect this Assignment, the Owner agrees as follows:

(a) The Owner will faithfully abide by, perform and discharge each and every obligation which the Lease provides is to be performed by the Owner; without the written consent of the Trustee, the Owner will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder, of or from any obligation to be performed by the Lessee, including, without limitation, the obligation to make the payments in the manner and at the time and place specified therein or enter into any agreement so amending, modifying or terminating the Lease, and the Owner agrees that any such amendment, modification or termination thereof without such consent shall be void.

(b) Should the Owner fail to make any payment or to do any act which this Assignment requires the Owner to make or do, then the Trustee, but without obligation so to do, after first making written demand upon the Owner and affording the Owner a reasonable period of time within which to make such payment or do such act, which period shall not exceed 30 days but without releasing the Owner from any obligation hereunder, may make or do the same in such manner and to such extent as the Trustee may deem necessary to protect the security provided hereby, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Trustee, and also the right to perform and discharge each and every obligation of the Owner contained in the Lease; and in exercising any such powers, the Trustee may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Owner will reimburse the Trustee for such costs, expenses and fees.

4. The Owner does hereby constitute the Trustee the Owner's true and lawful attorney, irrevocably, with full power (in the name of the Owner, or otherwise), to demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Lease, to which the Owner is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Trustee may deem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Owner's obligations under the Equipment Trust Agreement, this Assignment and all rights herein assigned to the Trustee shall terminate, and all estate, right, title and interest of the Trustee in and to the Lease shall revert to the Owner without further act or deed, but the Trustee shall execute and deliver such documents as the Owner may reasonably request in order to confirm, or make clear upon public records, such termination or reversion.

6. The Owner will, from time to time, do and perform any other act and will execute, acknowledge, and deliver any and all further instruments required by law or reasonably requested by the Trustee in order to confirm or further assure, the interests of the Trustee hereunder.

7. The Trustee may assign all or any of the rights assigned to it hereby or arising under the Lease, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Trustee hereunder.

8. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois, but the parties hereto shall be entitled to all rights conferred by 49 U.S.C. § 11303.

9. The Owner shall cause copies of all notices received in connection with the Lease and all Payments to be promptly delivered or made to the Trustee at its address set forth in Section 9.04 of the Equipment Trust Agreement, or at such other address as the Trustee shall designate.

10. The Trustee hereby agrees with the Owner that, so long as no Event of Default (or event which, with notice or lapse of time or both, could constitute such an Event of Default) under the Equipment Trust Agreement shall have occurred and be continuing, the Trustee will not exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Owner to the Trustee by this Assignment, except the right to receive and apply the Payments as provided in Paragraph 1 hereof, and that, subject to the terms of the Lease and the Equipment Trust Agreement,

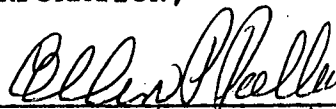
the Owner may, so long as no Event of Default under the Equipment Trust Agreement has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, its rights, powers, privileges, and remedies arising out of subparagraph (a) of the first paragraph of Section 14.2 of the Lease; provided, however, the Owner shall not, without the prior written consent of the Trustee, terminate the Lease or otherwise exercise or enforce, or seek to exercise or enforce, any rights, powers, privileges and remedies arising out of subparagraph (b) of said Section 14.2.

11. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to the Trustee shall be deemed to be the original and all other counterparts shall be deemed to be duplicates thereof. It shall not be necessary that any counterpart be signed by both parties so long as each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in their respective names, by their respective duly authorized officers, all as of the date first above written.

HGA CORPORATION,

by



Authorized Officer

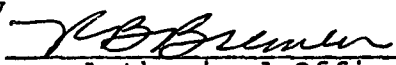
[Seal]

Attest:



Authorized Officer

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO,  
not in its individual capacity  
but solely as Trustee,

by   
Authorized Officer

[Seal]

Attest:

  
Authorized Officer



STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this 26th day of February 1982, before me personally appeared Allen P. Palles to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of HGA CORPORATION, that one of the seals affixed to the foregoing instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carol A. Westberg  
Notary Public

[Notarial Seal]

My Commission expires 8/18/82

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this 26<sup>th</sup> day of Feb. 1982, before me personally appeared RONALD B. BREMEN to be personally known, who, being by me duly sworn, says that he is an Authorized Officer of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the seal of said national bank and that said instrument was signed and sealed on behalf of said national bank by authority of its By-laws and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.

Carol D'Ascenzo  
Notary Public

[Notarial Seal]

My Commission expires My Commission Expires Nov. 17, 1933

## CONSENT AND AGREEMENT

UNION TANK CAR COMPANY, a Delaware corporation (the "Lessee"), the Lessee named in the Lease (the "Lease") referred to in the foregoing Assignment of Lease and Agreement (the "Assignment"), hereby (a) acknowledges receipt of a copy of the Assignment and (b) consents to all the terms and conditions of the Assignment and agrees that:

(1) it will pay all rentals, casualty payments, liquidated damages, indemnities and other moneys provided for in the Lease, other than amounts payable to the Owner under Section 12.1 (with respect to public liability insurance) and Sections 11.2 and 19.4 of the Lease not assigned to American National Bank and Trust Company of Chicago, as Trustee (the "Trustee"), pursuant to the Assignment (which moneys are hereinafter called the "Payments") due and to become due to the Owner under the Lease or in respect of the Units leased under the Lease, directly to the Trustee, by 12:00 p.m., Chicago time, on the date such payment is due in immediately available funds, to its address at 33 North La Salle Street, Chicago, Illinois 60690, attention of Karen Bunnell (or to such other address as may be furnished in writing to the undersigned by the Trustee);

(2) subject to the terms and conditions of the Assignment, the Trustee shall be entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by the Lessee under the Lease as though the Trustee were named therein as the Owner;

(3) the Trustee shall not, by virtue of the Assignment or this Consent and Agreement, be or become subject to any liability or obligation under the Lease or otherwise; and

(4) the Lease shall not, without the prior written consent of the Trustee, be amended, terminated or modified, or any action be taken or omitted by the Lessee the taking or omission of which might result in any alteration or impairment of the obligations of the Lessee under the Lease or this Consent and Agreement or of any of the rights created by any thereof.

This Consent and Agreement, when accepted by the Trustee by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of Illinois and, for all purposes, shall be construed in accordance with the laws of said State.

Dated as of February 15, 1982

UNION TANK CAR COMPANY,

by

B. A. Shuman

Vice President

[Seal]

Attest:

W. B. Sullivan

Secretary

Accepted:

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO,  
not in its individual capacity  
but solely as Trustee,

by

V. B. Bremer

Authorized Officer

[Seal]

Attest:

A. Brunell

Authorized Officer